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TARA REID and HI HAPPY FILMS, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TARA REID, an individual; and HI
HAPPY FILMS, INC., a California
corporation,
Plaintiffs,

vs.

ASYLUM ENTERTAINMENT, LLC.,
a California limited liability company;
SYFY MEDIA PRODUCTIONS, LLC.,
a Delaware limited liability company;
FELLS POINT, LLC, a California FTB
forfeited limited liability company;
FELLS POINT PRODUCTIONS, LLC.,
a California limited liability company;
SHAMROCKY, LLC., a business entity
of unknown status; ARISTOCRAT
TECHNOLOGIES, INC., a Nevada
corporation,
Defendants.

CASE NO.

COMPLAINT FOR:

**1. FALSE ENDORSEMENT AND
MISAPPROPRIATION OF
CELEBRITY LIKENESS [15 U.S.C.
SECTION 1125(a)];**

**2. COMMON LAW WRONGFUL
APPROPRIATION OF LIKENESS;**

**3. CALIFORNIA COMMON LAW
UNFAIR COMPETITION;**

**4. VIOLATION OF CALIFORNIA
CIVIL CODE SECTION 3344;**

**5. BREACH OF WRITTEN
CONTRACT**

DEMAND FOR TRIAL BY JURY

1 COME NOW Plaintiffs TARA REID and HI HAPPY FILMS, INC. and for
2 cause of action against Defendants and each of them allege as follows:

3 **NATURE OF THE ACTION**

4 1. This is an action for preliminary and permanent injunctive relief and
5 damages arising from Defendants' having misappropriated the likeness and image of
6 Tara Reid, a famous actress, for a commercial purpose without her consent.
7 Plaintiffs are informed and believe that the Defendants Asylum, SyFy Media
8 Productions, Fells Point Productions and Shamrocky have wrongfully licensed the
9 rights to use Tara Reid's likeness (which they do not own) to manufacturers of slot
10 machines, gambling products, and beer makers, who in turn have marketed their
11 products with her likeness, and continue to wrongfully trade and profit therefrom.

12
13 **JURISDICTION AND VENUE**

14 2. This action is brought pursuant to the *Lanham Act*, 15 U.S.C. section
15 1125(a). The Court has subject matter jurisdiction of this action over the federal
16 claims pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a) and (b) and
17 supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. section
18 1367(a)

19 3. Venue is proper in the Central District of California because Defendants
20 Asylum Entertainment, SyFy Media, Fells Point Productions, and Aristocrat
21 Technologies all maintain offices and do business therein. Moreover, the operative
22 events upon which this action is based occurred therein. 28 U.S.C. § 11391(b)(c).

23
24 **THE PARTIES**

25 4. Plaintiff Tara Reid is an individual residing in the Central District of
26 California and entered into the agreements which are the subject of this action in the
27 Central District.

28 5. Plaintiff Hi Happy Films, Inc. is a California corporation with its

1 principal place of business in the Central District of California and entered into the
2 agreements which are the subject of this action in the Central District.

3 6. Upon information and belief, Defendant Asylum Entertainment, LLC.
4 was and is a California limited liability company, with its principal place of business
5 at 16633 Ventura Boulevard, Suite 913 Encino, California 91436.

6 7. Upon information and belief, Defendant SYFY Media Productions, LLC
7 was and is a California limited liability company, with its principal place of business
8 at 100 Universal City Plaza, Universal City, California 91608,

9 8. Upon information and belief, Defendant Fells Point, LLC is a California
10 FTB forfeited limited liability company, with its former principal office at 14124
11 Burbank Blvd. Sherman Oaks, California.

12 9. Upon information and belief, Defendant Fells Point Productions, LLC.
13 is a California limited liability company comprised of former principals of Fells
14 Point, LLC, with its principal office at 12855 Runway Road, Suite 1203, Playa Vista
15 California 90094

16 10. Upon information and belief, Defendant Shamrocky, LLC.
17 is a business organization of unknown status and may be a fictitious entity. Plaintiffs
18 shall seek leave to amend this complaint to assert this defendant's true status when
19 ascertained.

20 11. Upon information and belief, Defendant Aristocrat Technologies, Inc.
21 was and is a Nevada corporation with it's principal office at 7230 Amigo Street, Las
22 Vegas, Nevada 89119. Aristocrat Technologies is authorized to do business in
23 California and maintains offices and employees in the State of California at 16300
24 Nyemii Pass Pl, Valley Center, California 92082 and 129 Windsor Ave., Kensington
25 California 94708. Upon further information and belief, Plaintiffs allege that
26 Aristocrat Technologies, Inc. is a wholly owned subsidiary of Aristocrat Leisure
27 Limited, an Australian company with its principal office at Building A, Pinnacle
28 Office Park, 85 Epping Road, North Ryde NSW 2113, Australia.

FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS

12. The original Sharknado movie was released in 2013 followed by five sequels. The most recent, Sharknado 6 was released in August of 2018. Plaintiff Tara Reid has played the role of April Wexler in each of the films, all of which have been produced by Defendant Asylum Entertainment, LLC. and published by SYFY Media Productions, LLC.

13. Due to the success of the Sharknado series, Plaintiffs are informed and believe that sometime following the release of Sharknado 5 in 2017, Defendants Asylum and Syfy entered into marketing agreements with Defendant Aristocrat, a manufacturer of slot machines and video gambling products, to manufacture Sharknado video slot machines. These slot machines prominently feature the likeness of Plaintiff. Attached hereto as *Exhibit 1* and made a part hereof by reference is a depiction of Plaintiff Tara Reid on a Sharknado slot machine.

14. Plaintiffs are informed and believe that Defendant Aristocrat has manufactured a large number of Sharknado slot machines, the exact number of which is not presently known, which bear the likeness of Tara Reid and has sold, leased, licensed, and distributed them to casinos and gaming establishments in the United States as well as foreign countries.

15. Plaintiffs are informed and believe that Defendants Asylum, SyFy, and Aristocrat have realized millions of dollars in profits, the exact amount of which is not presently known by Plaintiffs, from the marketing, sale, lease, and distribution of Sharknado slot machines bearing the likeness of Plaintiff Tara Reid.

16. On or about November 22, 2016, Plaintiffs entered into the “Performer Engagement Agreement,” for the Sharknado 5 film. A true and correct copy of which is attached hereto as *Exhibit 2*. The parties to the agreement are “Shamrocky, LLC. and Plaintiffs Hi Happy Films and Tara Reid. Plaintiffs are informed and believe that “Shamrocky, LLC.” is a fictitious entity and a front for Defendant Asylum, the actual producer. Plaintiffs are also informed and believe that the name

1 of the film “Silver Shamrock” is also a false name used for the purpose of concealing
2 the fact that Sharknado 5 was the actual movie.

3 17. The “Performer Engagement Agreement” contains a clause at
4 paragraph 11 which provides in pertinent part: “However, in no event shall
5 Performer’s likeness be used for any merchandising in association with alcohol,
6 tobacco, gambling, hygiene, or sexual products without Performer’s prior written
7 approval.” Plaintiffs have never approved the use of Tara Reid’s likeness on the
8 Sharknado slot machines, nor was such approval ever requested by any of the
9 defendants.

10 18. On or about January 24, 2018, Plaintiffs entered into the “Performer
11 Engagement Agreement,” for the Sharknado 6 film. A true and correct copy of
12 which is attached hereto as *Exhibit 3*. The parties to the agreement are “Fells Point,
13 LLC. and Plaintiffs Hi Happy Films and Tara Reid. Plaintiffs are informed and
14 believe that “Fells Point, LLC.” was FTB forfeited on January 24, 2018 and did not
15 have the legal capacity to do business in California and enter into contracts.
16 Accordingly, said “Performer Engagement Agreement” is voidable at the option of
17 Plaintiffs, who hereby exercise the option to void the agreement. *Exhibit 3* contains
18 the identical clause in paragraph 11 as *Exhibit 2*, requiring the prior written approval
19 of Plaintiffs for her likeness to be used in conjunction with the marketing of alcohol,
20 tobacco, gambling, hygiene, or sexual products.

21 19. On February 9, 2018 Fells Point Productions, LLC. was registered with
22 the California Secretary of State. Plaintiffs on information and belief allege that Fells
23 Point Productions, LLC. at the time of its formation was controlled by the same
24 principals of the FTB forfeited Fells Point, LLC. and at some point in time thereafter
25 assigned the agreement and the production duties to Defendant Asylum. Plaintiffs
26 further allege the movie name “Fells Point” is a fictitious name used for the purpose
27 of concealing the true name Sharknado 6. To the extent that Defendant Fells Point
28 Productions, LLC. has assigned a voidable contract to Asylum, Plaintiffs allege that

1 their option to void the agreement is enforceable as to Defendants Asylum and SyFy.
2 Plaintiffs allege that they are entitled to all marketing revenue realized
3 by Defendants Asylum and SyFy from the sale of all merchandise related to the
4 Sharknado 6 film in which Plaintiff's likeness is utilized, due to agreement having
5 been rendered void. Plaintiffs are presently unaware of the exact amount of such
6 revenue but estimate that it is several million dollars.

7 20. Plaintiffs are further informed and believe that sometime following the
8 release of Sharknado 5 in 2017, Defendants Asylum and Syfy entered into marketing
9 and/or licensing agreements with a foreign beer manufacturer, the Northern Monk
10 Brewing Co., Ltd. in the United Kingdom for the production and sale of Sharknado
11 beer. A true and correct depiction of the Sharknado beer can which prominently
12 features Plaintiff's likeness is attached hereto as *Exhibit 4* and made a part hereof by
13 reference.

14 21. Plaintiffs allege that at no time did they approve the use of Tara Reid's
15 likeness for use on the Sharknado beer cans, nor was such approval ever requested.
16 Plaintiffs are informed and believe that Defendants Asylum, and SyFy, have realized
17 millions of dollars in profits, the exact amount of which is not presently known, from
18 falsely representing to the Northern Monk Co. that they had the rights to license
19 Plaintiff's likeness for use in conjunction with the sale of beer products and in fact
20 did falsely licenses Plaintiff's likeness.

21 22 **COUNT I**

23 **FALSE ENDORSEMENT AND MISAPPROPRIATION OF** 24 **LIKENESS 15 U.S.C. SECTION 1125(a)**

25 21. Plaintiff Tara Reid incorporates by reference the allegations contained
26 in paragraphs 1 through 20 of this Complaint as if fully set forth herein. This cause
27 of action is asserted against all defendants.

28 22. Plaintiff Tara Reid alleges that a celebrity whose endorsement of a

1 product is implied through the imitation of a distinctive attribute of the celebrity's
2 identity has standing to sue for false endorsement under the Lanham Act, 15 U.S.C.
3 section 1125(a).

4 23. Plaintiff alleges that defendants and each of them without her
5 knowledge and prior written consent misappropriated her likeness for the
6 commercial purpose of endorsing by implication gambling products and alcoholic
7 beverages.

8 24. By reason of the foregoing, Defendants' use of the likeness and any
9 images of Plaintiff Tara Reid on the aforementioned slot machines and beer cans is
10 deceptive and likely to cause consumer confusion as to the sponsorship or affiliation
11 between those products and Plaintiff Tara Reid, who did not and would not endorse
12 such products. The foregoing conduct of Defendants further constitutes a false
13 designation of origin in violation of 15 U.S.C. section 1125(a).

14 25. Upon information and belief, if not preliminarily and permanently
15 enjoined by this Court, Defendants will continue to manufacture, distribute, market,
16 and profit from gambling and alcoholic beverage products that wrongfully bear
17 Plaintiff's likeness and in violation of her rights under the Lanham Act, 15 U.S.C.
18 1125(a). Plaintiff alleges that she has no adequate remedy at law.

19 26. Plaintiff Tara Reid also seeks monetary damages and attorneys' fees for
20 Defendants' willful and wrongful use of her likeness, including but not limited to
21 disgorgement of all revenues earned from the licensing, marketing, sale, lease, or
22 distribution of the Sharknado slot machines and beer cans bearing Plaintiff's
23 likeness.

24 **COUNT II**

25 **COMMON LAW WRONGFUL APPROPRIATION** 26 **OF LIKENESS**

27 27. Plaintiff Tara Reid incorporates by reference the allegations contained
28 in paragraphs 1 through 20 of this Complaint as if fully set forth herein. This cause

1 of action is asserted against all defendants.

2 28. This cause of action under California state common law is separate and
3 independent of the federally-based cause of action previously set forth herein, but it
4 is between the same parties and is based on the same operative facts as set forth in
5 the prior cause of action; this Court accordingly has supplemental jurisdiction over
6 said claim pursuant to 28 U.S.C. section 1367(a).

7 29. Plaintiff Tara Reid alleges that Defendants and each of them used and
8 exploited her image and likeness for the promotion of gambling products and
9 alcoholic beverages. Plaintiff Tara Reid did not consent to this use of her likeness or
10 identity and that defendants and each of them gained a commercial benefit by using
11 her likeness or identity.

12 30. As a direct and legal result of the actions of defendants and each of them
13 Plaintiff Tara Reid has suffered economic and non economic damages in an amount
14 that will be shown at time of trial according to proof.

15 31. Plaintiff alleges that the wrongful appropriation of her likeness and
16 identity was intentional and with the objective of exploiting her. Defendants had
17 actual knowledge that they were required to first obtain her written consent before
18 they could use her likeness on gambling and alcohol products because of the
19 provision in paragraph 11 of the "Performer Engagement Agreements," but refused
20 to do so in utter disregard for her rights under the law. As such, the actions of the
21 Defendants were malicious and oppressive and justify an award of punitive and
22 exemplary damages in an amount sufficiently large to set a public example of
23 deterrence, and in an amount no less than \$100,000,000.00

24
25 **COUNT III**

26 **COMMON LAW UNFAIR COMPETITION**

27 32. Plaintiff Tara Reid incorporates by reference the allegations contained
28 in paragraphs 1 through 20 of this Complaint as if fully set forth herein. This cause

1 of action is asserted against all defendants.

2 33. This cause of action under California state common law is separate and
3 independent of the federally-based first cause of action previously set forth herein,
4 but it is between the same parties and is based on the same operative facts as set forth
5 in the prior cause of action; this Court accordingly has supplemental jurisdiction over
6 said claim pursuant to 28 U.S.C. section 1367(a).

7 34. As set forth above, Plaintiff is a famous actress who derives economic
8 value from her identity and likeness, which is recognizable worldwide.

9 35. The use of Tara Reid's likeness without her permission by Defendants
10 in connection with the marketing of gambling products and beer has caused and is
11 likely to cause confusion among consumers as to the source of the products, with
12 consumers associating the products as being endorsed or promoted by Plaintiff, so as
13 to unfairly compete with Plaintiff, by misusing her likeness and identity in a manner
14 that is inimical to her interest.

15 36. Upon information and belief, unless preliminarily and permanently
16 enjoined by this Court, Defendants will continue their aforesaid willful and
17 deliberate misappropriation of Plaintiff's likeness. Plaintiff has no adequate remedy
18 at law.

19
20 **COUNT IV**

21 **VIOLATION OF CALIFORNIA CIVIL CODE**

22 **SECTION 3344**

23 37. Plaintiff Tara Reid incorporates by reference the allegations contained
24 in paragraphs 1 through 20 of this Complaint as if fully set forth herein. This Cause
25 of action is asserted against all Defendants.

26 38. This cause of action under California state common law is separate and
27 independent of the federally-based first cause of action previously set forth herein,
28 but it is between the same parties and is based on the same operative facts as set forth

1 in the prior cause of action; this Court accordingly has supplemental jurisdiction over
2 said claim pursuant to 28 U.S.C. section 1367(a).

3 39. Defendants have appropriated Plaintiff's famous likeness in connection
4 with the marketing of gambling and alcoholic beverage products, thereby knowingly
5 using her likeness for a commercial purpose.

6 40. Pursuant to California *Civil Code* section 3344(a) Plaintiff is entitled to
7 recover all profits realized by the Defendants in an amount that will be shown at time
8 of trial together with attorney fees, and punitive damages, in an amount sufficiently
9 large to set a public example of deterrence and in an amount no less than
10 \$100,000,000.00.

11 12 **COUNT IV**

13 **BREACH OF WRITTEN CONTRACTS**

14 41. Plaintiffs Tara Reid and Hi Happy Films incorporates by reference the
15 allegations contained in paragraphs 1 through 20 of this Complaint as if fully set
16 forth herein. This cause of action is asserted against Defendants Asylum, SyFy, Fells
17 Point, LLC., Fells Point Productions, LLC., and Shamrocky, LLC.

18 42. This cause of action under California state common law is separate and
19 independent of the federally-based first cause of action previously set forth herein,
20 but it is between the same parties and is based on the same operative facts as set forth
21 in the prior cause of action; this Court accordingly has supplemental jurisdiction over
22 said claim pursuant to 28 U.S.C. section 1367(a).

23 43. Plaintiffs allege that at all relevant times there existed written contracts
24 manifested by *Exhibits 1* and *3*, true and correct copies of which are attached and
25 incorporated herein by reference.

26 44. The agreements contain a provision at paragraph 11 which states in
27 pertinent part: "However, in no event shall Performer's likeness be used for any
28 merchandising in association with alcohol, tobacco, gambling, hygiene, or sexual

1 products without Performer's prior written approval." Plaintiffs have never approved
2 the use of Tara Reid's likeness on the Sharknado slot machines, Sharknado beer, nor
3 was such approval ever requested by any of the defendants.

4 45. Defendants breached their contractual obligations to Plaintiffs by selling
5 or licensing the right to publish Plaintiff's likeness of slot machines and beer cans
6 without first obtaining Plaintiff Tara Reid's written consent.

7 46. As a direct and legal result of the breach of contract by the Defendants
8 against whom this cause of action is asserted, Plaintiffs have sustained economic and
9 consequential damages in an amount that has not been fully ascertained, but for
10 which leave to amend this Complaint will be requested when ascertained.

11
12 WHEREFORE, Plaintiffs pray for judgment as follows:

- 13 1. For monetary damages as will be shown at time of trial;
- 14 2. For appropriate preliminary and permanent injunctive relief;
- 15 3. For punitive and exemplary damages on the Second and Fourth Claims
16 for Relief in an amount no less than \$100,000,000.00
- 17 4. For an award of attorney fees, costs and expenses in this action pursuant
18 to the *Lanham Act* and California *Civil Code* section 3344(a);
- 19 5. For cost of suit incurred herein;
- 20 6. For such other and further legal and equitable relief as the court may
21 deem just and proper.

22
23 Dated: December 4, 2018

FRANCESCHI LAW CORPORATION

24 By /s/Ernest J. Franceschi, Jr.
25 Ernest J. Franceschi, Jr.
26 Attorneys for Plaintiffs
TARA REID and HI HAPPY FILMS, INC.

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand a trial by jury in the within cause.

Dated: December 4, 2018

FRANCESCHI LAW CORPORATION

By /s/ Ernest J. Franceschi, Jr.
Ernest J. Franceschi, Jr.
Attorneys for Plaintiffs
TARA REID and HI HAPPY FILMS, INC.